	Notice of Request for Proposal		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 1	
		OF 70	

Solicitation Contact Person:

Philip M. Baldwin
 Contracts and Purchasing Section
 701 E. Jefferson, MD5700
 Phoenix, Arizona 85034

Telephone: (602) 417-4823
 Telefax: (602) 417-5957
 E-Mail: Philip.Baldwin@azahcccs.gov
 Issue Date: March 9, 2007

LOCATION: **ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION (AHCCCS)**
 Contracts and Purchasing Section (First Floor)
 701 E. Jefferson, MD5700
 Phoenix, Arizona 85034

DESCRIPTION: Request for Proposal for IT System Planning, Design, and Application Development
 Project Staffing Services and Expert Consultants

PROPOSAL DUE DATE: 04/02/2007 AT 3:00 P.M. MST

Pre-Proposal Conference: A Pre-Proposal Conference has been scheduled on March 22, 2007 from 11:00 A.M. to 1:00 P.M. in the DHCM Conference Room, 2nd floor, at AHCCCS, 701 E. Jefferson, Phoenix, AZ 85034.

**QUESTIONS CONCERNING THIS SOLICITATION SHALL BE
 SUBMITTED TO THE SOLICITATION CONTACT PERSON NAMED
 ABOVE, IN WRITING EITHER VIA TELEFAX OR E-MAIL,
 (PREFERRED). BY MARCH 22, 2007, 5:00 P.M., AT THE LATEST**


In accordance with A.R.S. § 41-2534, which is incorporated herein by reference, competitive sealed proposals will be received at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

Proposals must be in the actual possession of AHCCCS on or prior to the time and date and at the location indicated above. **Late proposals shall not be considered.**


Proposals must be submitted in a sealed envelope or package with the Solicitation Number and the offeror's name and address clearly indicated on the envelope or package. All proposals must be completed in ink or typewritten. Additional instructions for preparing a proposal are included in this solicitation document.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

	Table of Contents		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 2	
	Request for Proposal	OF 70	

1.	Offer and Acceptance document	Page 3
2.	Scope of Work	Page 4
3.	Pricing Schedule	Page 23
4.	Uniform Instructions to Offerors	Page 24
5.	Special Instructions to Offerors	Page 32
6.	Uniform Terms and Conditions	Page 39
7.	Special Terms and Conditions	Page 48
8.	Attachment A, Organizational Background	Page 59
9.	Attachment B, Staffing Requirements, Fees and Resource Charges	Page 61
10.	Attachment C Surety Agreement	Page 67
11.	Attachment D Checklist	Page 68
12.	Attachment E Certificate of Insurance	Page 69

	Offer and Acceptance		AHCCCS Arizona Health Care Cost Containment System 701 E. Jefferson Street, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 3	
	Request for Proposal	OF 70	

OFFER

The undersigned Offeror hereby agrees to provide all services in accordance with the terms and requirements stated herein, including all exhibits, amendments, and final proposal revisions (if any). Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No.:

Phone: _____

E-Mail Address: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The bidder certifies that the above referenced organization ___ is/___ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**

ACCEPTANCE OF OFFER (to be completed by AHCCCS)


Your offer, including all exhibits, amendments and final proposal revisions (if any), contained herein, is accepted.

The Contractor is now bound to provide all services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by AHCCCS.

This contract shall henceforth be referred to as Contract No. _____.

Awarded this _____ day of _____ 20 _____

Michael Veit, as AHCCCS Contracting Officer and not personally

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 4	
	Request for Proposal	OF 70	

2. Scope of Work

The purpose of this request for proposal is to solicit a contractor or contractors who will provide as needed IT project staffing services, expert consultants and other project resources to support the AHCCCS Electronic Health Record and Health Information Exchange project team. The contractor is expected to assign experienced IT staff to include system analysts, application developers, and engineers with expertise in EHR/HIE software, database, and hardware, project managers, web designers, and other necessary staff and consultants. The contractor will provide or arrange for office space, office equipment, conference rooms, training rooms and teleconferencing equipment to support the project. The contractor will also provide software tools and necessary hardware for performing project management, process and data mapping, application design and development. The contractor will be expected to provide staffing and other necessary project resources in a timely manner based on the requirements of each phase of the project.


2.1 Purpose/Scope of Services/Goals and Objectives

2.1.1 Introduction

The Arizona Health Care Cost Containment System Administration (referred to as AHCCCS) is the single state agency responsible for the Medicaid program in Arizona. In 2005, the agency initiated a EHR/HIE planning process in anticipation of a federal grant. AHCCCS is proposing to develop and implement a web-based electronic health record (EHR) and health information exchange (HIE) utility to achieve the goal of giving all Medicaid providers instant access to beneficiaries' electronic health records via internet through a web site connection at the point of service. The electronic health record (EHR) available through this HIE utility will include patient demographics, eligibility information, patient problem lists, medications, lab tests orders/results, radiological results and images, inpatient discharge summaries, and clinical notes. This project proposes a sustainable model organized around AHCCCS as one of Arizona's major payers of health care services.

Implementing this EHR/HIE utility will transform the AHCCCS Medicaid program and the patient care process. Providing timely patient health information at the point of service will improve the quality, efficiency and effectiveness of Arizona's Medicaid program. Real time health information access will result in reduction of medical errors, reduction of redundant testing and procedures, better coordination of care for chronic diseases, increased preventive interventions, reduction in the inappropriate use of the emergency room, and lower administrative costs. When aggregated, these benefits will save significant state and federal taxpayer dollars (in Medicaid, SCHIP, and IHS) as well as beneficiary and provider frustration. The proposed EHR/HIE utility will also provide the infrastructure to support the goals of the Quality and Cost Transparency Initiatives of President Bush and Secretary Leavitt, Health and Human Services Administration by making relevant information available to Medicaid beneficiaries and providers in a user friendly format.

Developing and implementing a web-based EHR/HIE utility and application service provider (ASP) capability within two years will achieve the following outcomes:


	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 5	
	Request for Proposal	OF 70	

- Reduction in overall annual acute and long term care Medicaid program medical costs of 3% on average;
- Connection of 35% of AHCCCS providers who will be actively sharing electronic health information through the HIE utility by the end of 2009, 60% by the end of 2010 and over 90% by the end of 2011;
- Reduction in overall Medicaid health system administrative costs of 2% annually through fewer manual medical record reviews, record copying, denial of claims, claims errors, and avoidance of fraud and abuse through effective beneficiary identification;
- Improved quality of care oversight and quality transparency through the provision of timely performance information;
- Improved care coordination for chronic diseases and better coordination between behavioral health and physical health services; and The EHR/HIE will enhance opportunities for better self-management of chronic illnesses by beneficiaries and their families through access to their health information and online wellness materials, and provide the foundation for a personal health record for the AHCCCS beneficiaries.

2.1.2 Purpose/Scope of Services

The purpose of this solicitation is to contract with one or more contractors to procure project staffing and consultant services and other necessary project resources to complement the AHCCCS project teams and provide just-in-time expertise to the project. Funds were allocated in the federal grant to contract for project staffing and other resources needed to accomplish the goal of a web based electronic health record and health information exchange within two years. The consultant staff will complement and support AHCCCS project staff assigned to the project. The contractor is expected to provide various staffing resources throughout all phases of the project including: the initial and feasibility planning, business process and system requirements development, data structure design and configuration, data mapping and definitions, application interface programming, application development, testing, web design and implementation of EHR/HIE system project and the development and integration of AZ 211 health and human services information system, and the AHCCCS MCO claims systems. In addition to consultants and staff Information System and Electronic Health Record and Data Repository experts, the contractor must be able to supply licensed development software, project management and tracking software, application development software and hardware and other licensed software to support the design build and testing of software applications developed as a result of the project. Contractor is expected to provide local office space for assigned project staff, conference rooms, audio/video teleconference equipment, training facilities, and training event management as necessary to support the project. AHCCCS is requesting bidders to submit bids with hourly rates for staff, consultants and system experts that will be available to the project. For other support costs including software, hardware, equipment, office, conference, and training space to submit rental or leasing cost. All other resources not included in the bid will be reimbursed at time and material cost only.

The project will need following types of staffing resources on either a full time or as-needed basis:

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 6	
	Request for Proposal	OF 70	


- Healthcare Business systems analyst
- Data Architecture engineer
- Database administrator
- System analyst
- Administrative assistant
- Data Storage and Retrieval Systems architecture engineer
- Telecommunication engineer
- Project manager
- Web developer designer
- Application software programmers
- HL 7 and SNOMED data translation specialist
- Medical Informatics Specialist
- Data and system security specialist
- E- Learning Instruction Designer
- Provider Relations Specialist
- Physician MD Consultant

The contractor must be able to support the task assigned to project staff with licensed software, hardware, space, equipment and facilities as necessary to carry out task orders for project management, system design and build, application, development, test, training, implementation and post implementation tasks. AHCCCS reserves the right to enter into agreement with one or more contractors to supply staff and logistical support for each project phase.

Task orders will be created for each phase of the project. The contractor will quote the number of support hours and staff that will be assigned to support each task order. AHCCCS will approve the task order and cost quote with detailed staffing hours and cost per hour, equipment fees and charges, training, and facility fees. Travel, unless included in the per hour cost, can only be reimbursed at the State rate for employees. A Change Task Order process will be followed if it is necessary to change the scope, timeline, or budget for a task order. The contractor may subcontract for staffing, software, or equipment but the contractor will be responsible for all staffing services and support resources provided under this contract. AHCCCS reserves the right to contract or employ other project staff or arrange for other project resources outside of those provided by the contractor.

All materials, software applications, programming source code, databases, interface routines, files, web designs and project documentation that are developed as part of this project are the property of AHCCCS and cannot be transferred, copied, or used for any other purpose without the written permission of Director. AHCCCS reserves the right to purchase or lease any licensed software or hardware that is purchased or leased by the contractor for the sole purpose of supporting this project.

2.1.3 Goals and Objectives

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 7	
	Request for Proposal	OF 70	

The project goal is to develop and implement a web-based EHR/HIE utility and provide application service provider applications to contracted providers throughout Arizona. This project to deploy an EHR through a web portal is to achieve the following outcomes:

1. Reduction in overall medical costs of an average of 3% per year associated with prescription errors, diagnostic lab/radiology test redundancy, unnecessary emergency room utilization, claims coding errors and medical errors;
2. Connection of 35% of AHCCCS providers, who will be able to actively share electronic health information through the HIE utility by the end of 2009, 60% by the end of 2010 and over 90% by the end of 2011;
3. Reduction in overall Medicaid health system administrative costs of 2% annually through fewer manual medical record reviews, record copying, denial of claims, claims errors, and avoidance of fraud and abuse through effective beneficiary identification;
4. Improved quality of care oversight and quality transparency by providing timely performance information to providers and beneficiaries;
5. Improved coordination of care for chronic diseases and increase preventive interventions;
6. Improved coordination between behavioral health and physical health services which will reduce medication errors/abuse and increase case management effectiveness; and
7. Enhanced opportunities for better self-management of chronic illnesses by beneficiaries and their families through access to the patient's health information and online wellness materials.


2.2 **BACKGROUND**

2.2.1 Agency Overview


The Arizona Health Care Cost Containment System (AHCCCS) is Arizona's Medicaid program. It is designed to deliver comprehensive quality healthcare using cutting-edge concepts of managed care. Currently, AHCCCS covers over one million members in a manner which promotes the following values:

- ☐ Choice
- ☐ Dignity
- ☐ Independence
- ☐ Individuality
- ☐ Privacy
- ☐ Self-determination

Since 1982, AHCCCS has operated under an 1115 Research and Demonstration Waiver granted by the United States Department of Health and Human Services. AHCCCS contracts with health plans and other program contractors, paying them a monthly capitation amount prospectively for each enrolled member. The plan or contractor is

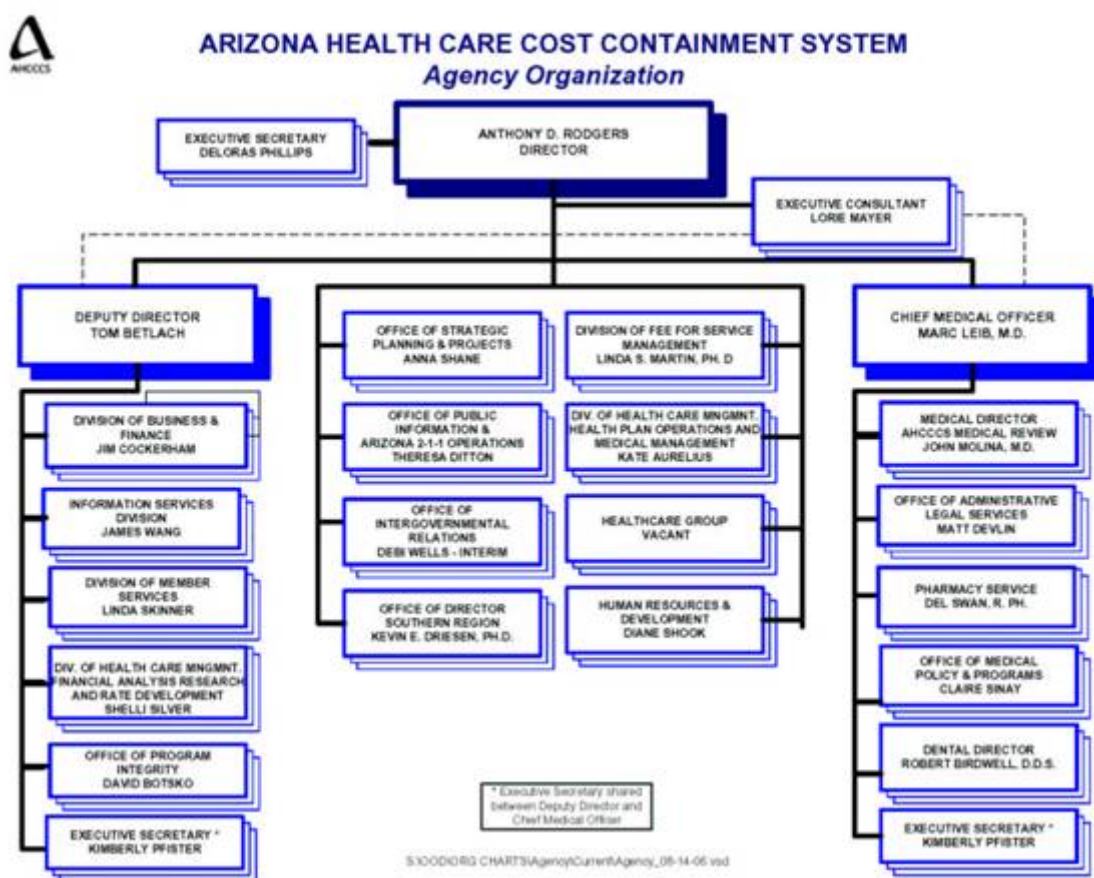
	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 8	
	Request for Proposal	OF 70	

then “at risk” to deliver the necessary services within that amount and is responsible for paying claims on behalf of their enrolled members. Health plans and program contractors submit encounter records to AHCCCS detailing the claims that they have paid. AHCCCS uses encounter data in capitation rate setting and in critical financial and utilization reports. AHCCCS maintains a data warehouse with five years of encounter, eligibility and demographic data on AHCCCS members. AHCCCS also maintains a master data repository of all registered providers that submit claims for service. The AHCCCS HIE utility will make EHRs available statewide to authorized providers/users for all one million plus Arizona Medicaid and SCHIP beneficiaries. In a recent survey, beneficiaries noted that one of their top three concerns was providers not having access to critical medical record information and having to repeat tests or not treating medical conditions because of incomplete medical records. Beneficiary dissatisfaction with health care delivery is of particular concern among Arizona minority beneficiaries, especially Hispanic and Native American individuals. This is because the system of care for these populations is often fragmented among multiple providers and health delivery systems. Also, it is a challenge for providers to gain access to timely health record information at the time of a beneficiary’s visit. The proposed EHR/HIE project will resolve this problem and will have a profound impact on providers in the many rural and tribal areas of the state. It will help restore beneficiaries’ confidence in the health care delivery system, which should improve their compliance with health care treatment. It will also encourage more productive and positive provider/patient relationships, which may decrease the frequency of malpractice litigation. The EHR/HIE utility will support better chronic disease management by providing nearly real time episode-of-care data to enhance effective medical management of high cost, high risk chronically ill beneficiaries. This project also envisions beneficiaries having access to their own health information, including immunization records, MCO and provider quality of care information, cost of care information; medications lists, and even member case management and patient services plans.

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 9	
	Request for Proposal	OF 70	

2.2.2 Agency Organization


The following chart details how AHCCCS is currently organized:



2.2.3 Future

AHCCCS will continue to operate under an extension of its 1115 Research and Demonstration Waiver. Going forward, AHCCCS will work to implement the mandate of Arizona's executive branch to achieve a vision of 100 percent electronic health data exchange among payers, healthcare providers, consumers of healthcare, researchers, and government agencies, as appropriate. Hundreds of Arizonans, representing diverse interests and geographies, have voluntarily contributed to the process and are enthusiastic about the possibilities of moving e-health forward because of the significant future benefits that are expected from this project and their projects AHCCCS is currently undertaking like AZ 211.

- A high rate of return on investment

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 10	
	Request for Proposal	OF 70	

- ☐ Improving quality of care
- ☐ Reducing medical cost associated with duplication and patient safety issues
- ☐ Creating opportunities for provider integration
- ☐ Improve chronic illness management and case management effectiveness

Specifically, the role of AHCCCS in this “Arizona Health-e Connection Roadmap” is to spearhead the following efforts:


- ☐ Ensuring health information is available at point-of-care
- ☐ Reducing medical errors
- ☐ Avoiding duplicate medical procedures
- ☐ Improving coordination of care
- ☐ Furthering healthcare research
- ☐ Encouraging patient participation
- ☐ Enhancing business environment
- ☐ Reducing state expenditures

Beyond Arizona Health-e Connection Roadmap activities, AHCCCS anticipates evaluating the feasibility of processing the claims of more states in its Prepaid Medicaid Management Information System (PMMIS), adjusting to federal initiatives related to the United States Department of Health and Human Services (HHS) assuming more responsibility for the elderly, and maximizing opportunities afforded by the Deficit Reduction Act of 2005 (DRA) as its provisions become effective.

AHCCCS may also selectively replace other components of the PMMIS in the future and/or migrate portions of this system to different platforms to increase web access, modernize the system, and take advantage of newer technologies. In keeping with MITA principles, AHCCCS has adopted a strategy on defining the future or “to be” state in stages and outlining distinct steps to implement the various stages. Another complementary project to the EHR/HIE project is the procurement of a new Claims Processing System.

AZ 211 Web Portal for Health and Human Services

In the report *Securing Arizona: a Roadmap for Arizona Homeland Security*, Governor Janet Napolitano called for the creation of a system that would improve the public’s access to vital community, social, mental health and health care services information in support of Homeland Security efforts to enhance the safety, preparedness and security of Arizonans. On February 19, 2004 the Governor issued an executive order that directed the creation of an AZ 2-1-1 Council composed of 10 cabinet Directors and chaired by the Director of GITA to execute a comprehensive plan to establish the Arizona 2-1-1 system.

 AHCCCS	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 11	
	Request for Proposal	OF 70	

Mission of AZ 2-1-1

To provide Arizonans access to vital information about community, social, mental health and health care services that enhances their safety, preparedness and security.

Vision

AZ 2-1-1 will be a statewide information resource to support the efforts of Homeland Security and provide the public 24/7/365 access to vital health and human services information for a safe, secure and healthier Arizona.

Nationally, 2-1-1 is the designated three digit phone number assigned to agencies and organizations providing the public with health and human service information and referral to community, social, health care services and government services.

Phase I Development and Implementation


AZ 211 Website

On June 29, 2005 the web based portion of the Arizona 2-1-1 system became operational. Phase I established public access to comprehensive database of health and human service information through the AZ211.gov web site. The Arizona Health Care Cost Containment System (AHCCCS) was given the responsibility to manage the comprehensive database of health and human service resource information provided via the website. Today visitors to Arizona 2-1-1 Online (www.az211.gov) can find information from a wealth of health and human service providers and can access official emergency bulletins and resources during a disaster.

State Emergency Call Center

Also as part of Phase I, AZ 211 supports the State Emergency Call Center Operations during a declared emergency. AZ 211 staff is responsible for managing call center phone call distribution and emergency and public information messaging. AZ 211 state emergency call distribution and management is supported by Qwest Call Control solution, which allows AZ 211 staff to direct 2-1-1 calls to the state emergency call center and scale up or down the call center operator capacity based on need. In 2006, the Quest Call Control software allowed Arizona 2-1-1 system administrators to support the State's Emergency Call Center (ADEM) operations for the Brins Fire outside of Sedona.

As of January 2007 there are over 3,300 state and local public and non profit organizations and agency resources in the database with searchable information for more than 13,300 programs and 17,500 services. In calendar year 2006, AZ 211.gov had over 243,000 web visitors and 283,600 2-1-1 calls.

 AHCCCS	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 12	
	Request for Proposal	OF 70	

During the declared state emergency for the Brins fire AZ 211 handled 37, 800 web visitors and 13, 626 2-1-1 calls related to the fire.

The AZ 211 staff will build and configure the infrastructure to support Arizona 2-1-1 telephony connectivity and manage the call volumes distribution to participating community call centers as part of Phase II. Like the web-based repository implemented in Phase I, this infrastructure will enable the public to access information about social services, health care services, public health, homeland security and emergency management, by talking to a live Arizona 2-1-1 call center agent. Phase II includes the continued expansion of the searchable online database. The expansion of Arizona 2-1-1 Online (www.az211.gov) is directed and prioritized by the Arizona 2-1-1 Council and Advisory Committee.

The Phase II infrastructure will allow local governments and communities to connect their contact centers and/or virtual agents to the 2-1-1 system on an ongoing basis or as the need arises to help people in their own communities during a disaster or emergency event. The State will provide the infrastructure technology and local government and communities will fund their call center operations. Arizona 2-1-1 staff will be responsible for the comprehensive database of health and human services information and assure it is in a standard format and meets AIRS standards of service definitions. The computerized telephony infrastructure will manage the call distribution and performance metrics for 2-1-1 calls placed to the local contact centers. The contact center operations would use the internet to access Arizona 2-1-1 Online and the applications supporting the contact center operation. Call metrics would be analyzed to plan for and adjust staff coverage, and to determine community's service gaps.

AZ 211 is another complementary project that the EHR/HIE project team will work with to determine how to integrate the web resource of AZ 211 into the EHR/HIE to enhance the members and provider access to community health and human services referral resources.

Components of Electronic Health Record and Health Information Exchange Scope Requirements

Database Record Requirements

Member

Member Demographics

Name

Address(es)

Age

Sex

Birth date

Ethnicity

Race


Phone numbers

Member Eligibility Abstract case number, dates of eligibility

Member Identifier Index

Member special Index reference file (other identifying information include picture, thumb print etc.)


Consent Certification Date

 AHCCCS	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 13	
	Request for Proposal	OF 70	

Provider Registry
 Provider NPI
 Name
 Home Address
 Date Registered
 Certification Date
 Other Provider reference number
 Provider credential information
 Specialty type
 Affiliations
 MCO contracts
 Service site (addresses)
 Billing address
 Phone numbers
 Device number
 Authentication reference table
 Authorization Level

Facility Registry
 Facility Description
 Facility ID
 Device reference files/tables (all registered terminals for access to EHR)
 Authentication reference table
 Contact information
 Certification Date (Date that facility was certified or recertified for EHR exchange)

Electronic Health Record Data Content
 Record Identifier
 Health History
 Problem List
 Medication List (order not dispensed, dispensed)
 Clinical Notes (note text field) with CPT/ICD 9 Code E&M attachment
 Hospital Discharge Summary (text field) Inpatient
 Hospital Discharge outpatient
 EPSDT screening tool (children only)
 Referral Lists and notes/attachments (specialists other referrals)
 Lab Orders and Results
 Immunization Record
 Public health alerts (list serve broadcast messaging and protocol messaging)
 Case Management notes (test field)
 Radiological and other images
 Patient notes and messages
 Reference Links (CDC, ADHS, AHCCCS, MCOs)

 AHCCCS	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 14	
	Request for Proposal	OF 70	

Application Development and Interfaces Requirements

Application Program Interfaces

E-Prescribing Program Interface Protocol
 Lab order entry results reporting Interface Protocol
 Radiological Imaging Interface Protocol
 Record Locator Service Application Interface
 Provider registry interface PMMIS
 Member Eligibility Interface PMMIS
 Messaging and Alerts Application Interface
 Web Portal Functionality
 Member web page interface
 Provider web portal interface
 Graphical Utility Interface (web)
 Pharmacy Benefits Manager (PBM) Interface
 Health Plan and Program Contractor Interfaces

AZ 211

AHCCCS and MCO claims systems

Translator Programs and Application Standards Transmission Protocols

Health Level 7 (HL7) medical clinical terminology and messaging standard
 SOAP - XML-based protocol to let applications exchange information
 Clinical Terminology standard and nomenclature and reference terminology (SNOMED CT)
 Laboratory Ordering and Reporting Terminology standards (LOINC)
 American National Standards Institute (ANSI) for program development and information exchange
 MITA standards of open architecture

Applications and Programs

Web portal Utilities

Health Assessment/History Application

E-Prescribing

Lab order entry and results reporting

EHR: update, edit, add/delete, hide, publish, report, print, alert, list, merge, attach, e-mail, retrieve, refresh, highlight, copy, paste, look up, menu, help, prompt, link

Case management

Eligibility verifier


Record locator service

Instant Messaging application

Graphical and reporting writer web utility

Form maker (discharge summary, worker comp form, immunization record form)

Letter maker

 AHCCCS	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 15	
	Request for Proposal	OF 70	


Patient Personal Journal entry
 Security and Firewall
 Digital Imaging application
 File management application
 E-learning application
 Operating System software and system administration utilities
 Database development utilities
 Decision support reporting application
 Help desk application for user support
 Communication applications
 User Account Management, Authentication, Authorization
 Member controlled access rights assignment

Data Architecture and Database Requirements

Data Architecture (mega data management)
 Rational relational Database Architecture
 Federated Databases
 Data Map & taxonomy reference tables
 Data Definition reference files and links

Data Sources

PMMIS eligibility, member demographics, member ID
 PBM
 E-prescribing vendor
 Lab order entry and results vendor
 Radiological imaging vendor
 Case manager online updates, edits, add/deletes
 MCO provider assignment files
 MCO Disease management systems
 MCO formularies
 MCO claims system interface
 Provider site of care online updates edits adds/deletes
 Hospital electronic medical records
 Physician practice systems (EMR)
 VISTA users
 Member online updates, edits, adds/deletes

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 16	
	Request for Proposal	OF 70	

System Hardware Requirements
Web server
Data storage devices
Operating system
Application servers
System production environment servers/cache
System test environment server
Telecom Equipment

2.3 CONTRACT PHASES AND SCHEDULE


For the purpose of defining the contractor staffing responsibilities and requirements, AHCCCS has defined the following phases for the modification, implementation, and post implementation support of the EHR/HIE AZ 211 and AHCCCS claims system integration project:

- ❑ Phase I – Project Initiation and proof of concept, high level requirements
- ❑ Phase II – Detail Project Requirements Definition. Data Architecture Design and Process Mapping
- ❑ Phase III – Detail design, Development, and Modification
- ❑ Phase IV – Testing
- ❑ Phase V – Training and Documentation
- ❑ Phase VI – Setup, EHR System and Web Portal Configuration, Data Repository Configuration and Data Conversion
- ❑ Phase VII – Implementation Pilot and Phased Role Out
- ❑ Phase VIII – Post-Implementation Support

Note that many of these phases may overlap.

The detailed schedule and project plan will be finalized with the AHCCCS project team and the contractor as part of the first task order. Task orders will be issued at each phase to clearly define the needs and expectations. To the extent that there are any delays, the contract schedule may be adjusted accordingly and a Change Task Order process will be used to authorize additional contract staff hours and cost. AHCCCS' EHR/HIE is scheduled for pilot implementation by October 2008. However, AHCCCS desires to implement the EHR/HIE as soon as feasible. AHCCCS expects the EHR/HIE will be developed with a combination of public domain software applications and third party applications. Which will be managed and provide by AHCCCS through a web portal access gateway.

In each of the phases, the contractor may suggest other requirements and eliminating or replacing certain project task orders, but AHCCCS reserves the right to accept or reject the recommendations. AHCCCS has the right to request the replacement of a staff or consultant provided by the contractor, if in the opinion of AHCCCS management, the assigned staff or consultant is not performing or is no longer necessary for completion of the project or task to which they were assigned, exhibits unacceptable behavior, or creates a

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 17	
	Request for Proposal	OF 70	

risk to the project scope, timeline, budget or project goals. AHCCCS will only pay for staff or consultant hours worked on the project or assigned task. Travel and transportation cost will be paid at AHCCCS governmental rates only.

2.3.1 Phase I – Project Initiation, Proof of Concept and High Level Requirements

A task order will be provided to the contractor for staff necessary to support Phase I of the project. Phase I will include project kick off, initiating the project, supporting and staffing advisory committee meetings, developing proof of concepts, detailed project plan, budget and timeline.

This phase will also include setting up project libraries, defining the communication mechanisms, identifying the key contacts, defining roles and responsibilities, and so on.


At each phase The AHCCCS EHR/HIE project director will provide an approved task order to the contractor with staffing and other resources required for each of the additional phases of the project. These task orders will become part of the overall contract for services.

The following are examples of the types of contractor staff, consultant assignments and resource requirements:

Examples of Contractor Staff and Consultant Assignments and Resource Responsibilities:

1. Identify core contractor project staff to be assigned the project, and orient them to AHCCCS and the EHR/HIE project
2. Assist with project “kick off” event with stakeholder, AHCCCS staff, and advisors.
3. Assist project team with setting up project management mechanisms including regular status meeting and reporting, issue identification and tracking, and corrective action process
4. Identify and procure project equipment, space and software.
5. Assist with support of steering committee, advisory committees and newsletters.
6. Assist with the development of proof of concepts and initial system design requirements for EHR/HIE
7. Meet with stakeholder to gather requirements and document provider practice processes.
8. Design initial data requirements and data flows.
9. Provide workflow analysis tools
10. Assist with development of project justification documents

The contractor may be asked to provide a project management and tracking software and document library system for the project that all project staff will be trained on. Project team will develop a means for regular

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 18	
	Request for Proposal	OF 70	

reporting of issues and open items and showing the current status, person responsible, priority, date opened, projected completion date, description of the issue/open item, comments on the current status and next steps, and description of the resolution.

Change Task Order Control Procedures

AHCCCS and the contractor will agree to a process for dealing with changes to task orders both during the period prior to implementation and for the post implementation period.

2.3.2 Phase II – Requirements Definition, Database design, system requirements

Once the project is initiated, the contractor will provide staff support and equipment, to assist AHCCCS with EHR/HIE requirements analysis and documentation, AZ 211 and MCO claims and other external interfaces, data sharing and data transfer processes, process flows, detail data mapping and data architecture, hardware configuration, detailed system analysis, and software application requirements.

Examples of Contractor Staffing Assignments and Resource Responsibilities


1. Assist in conducting in-depth review and analysis of EHR/HIE, AZ 211 and claim interface requirements including benefits, policies, procedures, program monitoring and data flows, interfaces, and process flows.
2. Assist AHCCCS staff with conducting JAD or other sessions with users as required to verify the EHR/HIE user requirements and application interface programs and routines.
3. Mapping data and sources and EHR/HIE business requirements.
4. Assist with the development of system and data architecture requirements
5. Specifying hardware system configuration and specifications.
6. Assist with writing RFPs for third party software applications.
7. Identifying security and authentication requirements.
8. To project cost analysis and EHR/HIE financing options

2.3.3 Phase III – Detail Design EHR/HIE and AZ 211 and claims system interfaces and data definitions and standards

Once the requirements are finalized, the next step is to develop the detailed design and specifications for the EHR/HIE, AZ 211 and claims system interface application development and database structure and design.

Examples of Contractor Staff and Resources Responsibilities

1. Assist with development of detailed design and specifications.
2. Assist with Data modeling and mapping
3. Assist with identification of all the system interfaces and determine the requirements.
4. Assist with preparation of Detailed Design Document and submit to AHCCCS for review.

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 19	
	Request for Proposal	OF 70	

5. Assist with walk through of the draft Detailed Design Document.
6. Assist with detailed hardware, software and data architecture detailed design, standards, definitions.

2.3.4 Phase IV --Application development and third party procurement

This will involve developing the EHR/HIE software applications, web portal, interfaces and completion of the procurement of third party software

Examples of Contractors Staffing assignments and Resource Responsibilities

1. Provide development software and hardware resources.
2. Provide staff to develop and document software applications.
3. Provide staff to assist in the development and evaluation of RFP's for third party software.
4. Assist project staff with configuration and interface development.
5. Quality review software development
6. Interface and configure as necessary third party software


2.3.5 Phase V – Testing

The testing phase includes comprehensive testing of the system to ensure that all of the requirements are met, all of the functions of the system are working properly, and the system is ready to implement. The contractor will work along side of the AHCCCS project team staff to develop testing plans, implement and validate test results. Contractor will assist with the procurement of required hardware and software resources to support the entire project testing as well as user acceptance test.

The contractor will provide staff to assist the AHCCCS project team in working with the users to define a comprehensive user acceptance test and develop the corresponding detailed test plan including testing scenarios and, in some cases, test data and pilot sites. Project team will carry out statewide forums to verify the EHR/HIE is going to meet the needs of various provider stakeholder groups.

Examples of Contractor Staff Assignment and Resource Responsibilities

1. Assist in the preparation of detailed system test plans based on the detailed requirements and the specific modifications that are required.
2. Assist in System Test Plan and Scheduling.
3. Assist in the preparation of system test scenarios and data.
4. Assist in conducting system testing, documenting deficiencies, correcting deficiencies, retesting and regression testing as required.
5. Assist in the documentation of System Test Results.
6. Assist with stakeholder and advisory committee meetings with users as required to finalize user acceptance testing requirements.

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 20	
	Request for Proposal	OF 70	


7. Assist in the preparation of User Acceptance Test Plan/Schedule.
8. Assist with preparing system Stress Test Plan and review with AHCCCS.
9. Assist with the preparation of stress test environment, scripts, and test data.
10. Work with AHCCCS project staff to conduct stress test.

2.3.6 Phase VI – Training and Documentation

It is anticipated that the training and documentation phase will overlap the design and development phase as well as the testing phase. In fact, some training and some documentation will be required prior to commencing the user acceptance testing. Pilot provider sites will be selected to pilot the EHR/HIE. The project team will perform user training and physician office practice recruitment. Both on-site and e-learning training tools and materials will be developed. The EHR/HIE project will require a comprehensive training program that is tailored to AHCCCS policies and procedures as well as the specifics on how to use the system. The contractor provides staff and medical experts that will work with the project team to design and prepare a detailed work flow of each of the processes and how they will operate in the provider practice, hospital, nursing home, other provider environment. The contractor staff resources will work with the AHCCCS project team to prepare desk level procedures and other required training materials that reflect the detailed work flow and that integrates instructions on how to use the system with AHCCCS' policies and procedures. The contractor's staff will assist AHCCCS project staff with "train the trainers" as well as support the entire user training effort as needed.

Examples of Contractor Staff Assignment and Resource Responsibilities

1. Design detailed work flow for new system.
2. Prepare Model Work Flow and Staffing Projections.
3. Walk through proposed Model Work Flow with AHCCCS.
4. Finalize Model Work Flow and Staffing Projections and obtain AHCCCS approval.
5. Define user training requirements.
6. User Training Plan.
7. Prepare Desk Level Procedures and submit to AHCCCS for review.
8. Prepare other User Training Materials as required.
9. Conduct training with AHCCCS trainers and other key staff.
10. Assist in the recruitment and piloting of the EHR/HIE
11. Provide training sessions.
12. Assist AHCCCS with ongoing user training as required.

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 21	
	Request for Proposal	OF 70	

2.3.7 Phase VII – Setup, System Configuration, and Conversion

Setup, system configuration, and conversion will include all of the tasks required to set up the system, configure the various parameters, populate the reference and supporting tables, and convert data from the AHCCCS data warehouse, Managed Care Organization and PMMIS as required for start up. AHCCCS and contractor's staff will be responsible for overseeing and managing this effort and for ensuring that all of the deliverables are completed and accepted. The contractor will provide staff and resources, as required, to ensure that the setup of the system is complete and accurate and that the initial conversion and initial populating of files is successful. AHCCCS will seek recommendations from the contractor consultants and staff on processes to implement the EHR/HIE role out statewide.

Examples of Contractor Responsibilities


1. Meet with AHCCCS staff and define the overall setup including provider site set up, and data conversion strategy.
2. Develop a comprehensive plan for setting up and initializing the system that addresses all of the manual set up steps, all of the data sources, estimate level of effort involved, all of the electronic files to be converted, issues and decisions that are required by AHCCCS.
3. Work with project team on Setup and Conversion Plan.
4. Incorporate feedback from AHCCCS into plan as required.
5. Provide staff to establish setup team consisting of contractor and AHCCCS resources.
6. Assist with the definition of requirements for conversion of electronic files (claims history, procedure/diagnosis codes, initial build of member file, etc.) and prepare conversion mapping documents.
7. Configure training sites.
8. Assist monitoring file transfers and system performance

2.3.8 Phase VIII – Implementation and Startup

The contractor will supply staff and resources to the project team to develop a comprehensive implementation plan. _

Examples of Contractor Responsibilities

1. Assist with determining overall strategy and timing for implementation.
2. Assist the project team with detailed Implementation/Cutover Plan and conduct walk throughs with project team.
3. Provide staff to assist with an implementation readiness test
4. Assist the project team with hardware and software acquisition.

	Scope of Work		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 22	
	Request for Proposal	OF 70	

2.3.9 Phase IX– Post implementation Support

The contractor maybe requested to provide a high level of support for the first six (6) months after implementation. This should include providing a rapid response team to address issues, answer questions, support follow up training requirements, and provide additional technical assistance. It also must include staff participation in post implementation review.

Examples of Contractor Responsibilities

1. Provide rapid response resource staff to the project team to support AHCCCS during post implementation period.
2. Conduct post implementation review and document results.
3. Assist with Post Implementation Review Report.


2.3.10 Phase X – AZ 211 and MCO Claims System Interface

During this phase the contractor maybe asked to provide staff to assist with the interface of AZ 211 and other provider reference sites into the EHR/HIE to provide web based health and human services resources formulary, practice guideline reference sites and to interface with MCO and AHCCCS claims systems to provide an interface for auto adjudication of claims through the HIE web portal.


The contractor maybe asked to assist with overseeing the installation of the AHCCCS web based EHR/HIE in provider office practices and service sites. As well as assist EHR/HIE project development team with product enhancements and system modifications.

Examples of Contractor Responsibilities


1. Provide ongoing operations and maintenance support as required including troubleshooting and technical assistance.
2. Assist AHCCCS in defining ongoing changes and requirements and developing system change requests.
3. Provide staff as necessary to respond to system change requests and provide proposed solutions and estimates.
4. Maintain project work plans for changes and enhancements and provide regular status updates and status reports.
5. Assist with maintenance and tracking of open items/issues and provide regular status reports.

	Pricing Schedule		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 23	
	Request for Proposal	OF 70	

Pricing is incorporated in your response to Attachment B

	Uniform Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 24	
	Request for Proposal	OF 70	

1. **Definition of Terms:** As used in within this solicitation document, and any resultant contract, the terms listed below are defined as follows:
 - 1.1 “*AHCCCS*” means an Arizona Health Care Cost Containment System - managed health care program which pertains to health care services provided pursuant to A.R.S. 36-2903 et seq., and is also the name of the State agency.
 - 1.2 “*Attachment*” means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - 1.3 “*Contract*” means the combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Final Proposal Revisions; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - 1.4 “*Contract Amendment*” means a written document signed by the Contracting Officer that is issued for the purpose of making changes in the contract.
 - 1.5 “*Contracting Officer*” means the person duly authorized by AHCCCS to enter into and administer Contracts and make written determinations with respect to the Contract, or his or her designee.
 - 1.6 “*Contractor*” means a person who has a contract with AHCCCS.
 - 1.7 “*Days*” means calendar days unless otherwise specified.
 - 1.8 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.9 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10 “*Health Plan*” means an organization which contracts with the AHCCCS Administration to administer the provision of a comprehensive package of AHCCCS covered acute and behavioral health care services to AHCCCS members enrolled with the health plan.
 - 1.11 “*May*” indicates something that is not mandatory but permissible.
 - 1.12 “*Offer*” means bid, proposal or quotation.
 - 1.13 “*Offeror*” means a vendor who responds to a Solicitation.
 - 1.14 “*Program Contractor*” means an organization which contracts with the AHCCCS Administration to execute the provision of a comprehensive package of ALTCS covered acute


	Uniform Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 25	
	Request for Proposal	OF 70	

care, behavioral health services and long term care services to ALTCS members enrolled with the program contractor.

- 1.15 *"Shall, Must"* indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.16 *"Should"* indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
- 1.17 *"Scope of Work"* means those provisions of this solicitation which specify the work and/or results to be achieved by the Contractor.
- 1.18 *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 1.19 *"Solicitation Amendment"* means a written document that is authorized by the Contracting Officer and issued for the purpose of making changes to the Solicitation.
- 1.20 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.21 *"State"* means the State of Arizona.

2. **Inquiries:**


- 2.1 **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2 **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation Contact Person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.
- 2.3 **Submission of Inquiries:** The Solicitation Contact Person may require that an inquiry, to include exceptions, be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time.

	Uniform Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 26	
	Request for Proposal	OF 70	


- 2.4 Timeliness: Any inquiry, to include exceptions, shall be submitted as soon as possible and at least seven days before the Offer due date and time. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 No Right to Rely on Verbal Responses: Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- 2.6 Solicitation Amendments: The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 Pre-Offer Conference: If a Pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions they may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8 Persons With Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. **Offer Preparation:**

- 3.1 Forms: No Facsimile or Telegraphic Offers: An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the forms. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected.
- 3.2 Typed or Ink; Corrections: The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 Evidence of Intent to be Bound: The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, may result in rejection of the Offer.

	Uniform Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 27	
	Request for Proposal	OF 70	

- 3.4 Exceptions to Terms and Conditions:
- 3.4.1 If offerors take any exception to any term, condition or requirement included in this solicitation document, such exception shall be submitted to the Contract Specialist **at least seven (7) days prior to the due date and time for receipt of proposals**. This will allow the Contract Specialist to review all exceptions and, if applicable, afford any approved exceptions to all other potential offerors.
- 3.4.2 If an offeror includes, in their proposal, exceptions, not covered by paragraph 4.1, above, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect AHCCCS' proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.
- 3.4.3 To the extent they are inconsistent with the terms of the Solicitation, the Offeror's preprinted or standard terms will not be considered by AHCCCS as a part of any resulting Contract.
- 3.5 Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation: AHCCCS will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7 Solicitation Amendments: Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.
- 3.8 Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.
- 3.9 Federal Excise Tax: The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- 3.10 Identification of Taxes in Offer: The State of Arizona is subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate tax as a separate item in the offer, the State will conclude that the price(s) offered includes all applicable taxes.
- 3.11 IRS W9 Form: In order to receive payment under any resultant contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
- 3.12 Disclosure: If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or

	Uniform Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 28	
	Request for Proposal	OF 70	

if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.13 Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.13.1 Special Terms and Conditions;

3.13.2 Uniform Terms and Conditions

3.13.3 Statement or Scope of Work;

3.13.4 Specifications;

3.13.5 Attachments;

3.13.6 Exhibits;

3.13.7 Special Instructions to Offerors, and

3.13.8 Uniform Instructions to Offerors


3.14 Delivery: Unless otherwise stated in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.

4. Submission of Offer:

4.1 Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

4.2 Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by AHCCCS. Offers shall be open to public inspection after Contract award, except for such portions of an Offer deemed to be confidential by AHCCCS.

	Uniform Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 29	
	Request for Proposal	OF 70	

4.4 Non-collusion, Employment, and Services: By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 It does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

5. Evaluation:

5.1 Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.

5.3 Late Offers: An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

5.5 Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be ninety (90). If a Final Proposal Revisions is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Final Proposal Revision due date.


5.6 Payment: Payment shall comply with the requirement of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt of goods or services, the contractor shall submit a complete and accurate invoice for payment from AHCCCS within thirty (30) days.

5.7 Waiver and Rejection Rights: Notwithstanding any other provision of the Solicitation, AHCCCS reserves the right to:

5.7.1 Waive any minor informality;

5.7.2 Reject any and all Offers or portions thereof; or

5.7.3 Cancel a Solicitation.

	Uniform Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 30	
	Request for Proposal	OF 70	


6. Award:

- 6.1 Number or Types of Awards: Where applicable, AHCCCS reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to AHCCCS. If the Contracting Officer determines that an aggregate award to one Offeror is not in AHCCCS' best interest, "all or none" Offers shall be rejected.
- 6.2 Contract Inception: An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Contracting Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 Effective Date: The effective date of this Contract shall be the date that the Contracting Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.


7. Confidential Information:

- 7.1 If a person believes that a portion of a bid, proposal, offer, specification, or protest contains information that should be withheld due to confidentiality, the Contracting Officer shall so be notified. A detailed statement, presented as a cover letter, shall both identify those specific areas considered confidential and also state the specific harm or prejudice which may arise if disclosed.
- 7.2 The information identified by the person as confidential shall not be disclosed until the Contracting Officer makes a written determination. The Contracting Officer shall review the statement and information and shall determine in writing whether the information shall be withheld.
- 7.3 If so approved, such confidential information shall be removed from the public record and kept sealed in a separate envelope marked "Confidential." Such information will not be made available to the public.
- 7.4 An entire bid, proposal, offer, specification, or protest shall not be identified as confidential; only those portions which are considered proprietary, trade secrets or patented information. Pricing shall not be considered as confidential.

8. Contract Applicability: Any contract resulting from this solicitation shall be for the exclusive use of AHCCCS.

	Uniform Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 31	
	Request for Proposal	OF 70	

9. **Electronic Documents:** AHCCCS may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by AHCCCS shall be null and void. In those instances where modifications are identified, the original document issued by the State shall take precedence.
10. **Proposal Opening:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the state agency issuing the solicitation.
11. **Protests:** A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and the Arizona Administrative Code Title 2, Chapter 7, Article 9, Rules R2-7-901 through R2-7-937. It shall be in writing and be filed with the AHCCCS Contracting Officer and with the State Procurement Administrator. A protest of a solicitation shall be received by the AHCCCS Contracting Officer before the offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
 - 11.1 The name, address and telephone number of the protester;
 - 11.2 The signature of the protester or its representative;
 - 11.3 Identification of the purchasing agency and the solicitation or contract number;
 - 11.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

	Special Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 32	
	Request for Proposal	OF 70	

1. **Offeror's Contacts:** All questions concerning this Request for Proposal, including technical specifications, proposal process, etc. shall be directed to the Solicitation Contact Person, identified on the first page of this Solicitation document. All questions shall be in writing and submitted either via e-mail (preferred) or telefax. Contact information is found on the front page of this document. Offerors may not contact other AHCCCS employees concerning this Solicitation.

2. SCHEDULE OF EVENTS

The following are key dates applicable to this Solicitation:

Activity	Due Date
Solicitation Issuance	03/09/2007
Bidder's Conference	03/22/2007
Questions from Offerors	03/23/2007
Written Answers to Questions	03/27/2007
Proposals Due	04/02/2007
Contract Begin Date	05/01/2007

3. PROPOSAL FORMAT INSTRUCTIONS

To aid in the evaluation, proposals shall be prepared simply and economically, providing straightforward, practical, concise delineation of the Offeror's capabilities to satisfy the requirements of the Solicitation. Proposals shall be neat, indexed, and logically assembled. Emphasis of each proposal must be on completeness and clarity of content.

3.1 Paper, Font Size, Margins


Except with respect to exhibits and charts, Offerors should use eight and one half (8.5) by eleven (11) inch paper, one (1) inch margins, and a font no smaller than twelve (12) point. Tables and charts used as exhibits may use a smaller font and/or have different margins but must be readable.

3.2 Page Numbers

Each page with a proposal section should be numbered consecutively, including all appended materials.

3.3 Page Limitations

Offerors are advised that AHCCCS may not consider any information provided on pages exceeding the page limitations specified for each section.

	Special Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 33	
	Request for Proposal	OF 70	

3.4 **Binding**

Each bidder must submit a proposal in a three (3) ring loose leaf to allow for easy insertion of updated pages to the extent necessary. Also binder shall have tabbed dividers for each section and sub section.

Number of Copies (Electronic and Hardcopy)

Required Proposal Part	Number of Hard Copies
Part 1—Proposal Narrative	Original, plus six (6) copy
Part 2—Staffing and Resource Proposal	Original, plus six (6) copies
Part 3—Hourly Fee Schedule, Fees and Charges Proposal	Original, plus six (6) copies

4. **PACKAGING AND DELIVERY**

4.1 **Labels and Packaging**

AHCCCS is not responsible for supplying boxes, envelopes, tape, etc. to Offerors at time of proposal delivery.

4.2 **Submission Address**

Proposals should be mailed to the following address and must be received by the due date and time specified in the Schedule of Events:


Arizona Health Care Cost Containment System
Contracts and Purchasing Section
701 E. Jefferson
Mail Drop 5700
Phoenix, Arizona 85034
Attention: Philip M. Baldwin

4.3 **Due Date and Time**

All proposal materials **must be received by 3:00 p.m. Mountain Standard Time (MST)** on the due date specified in the Schedule of Events.

It is the responsibility of each Offeror to ensure their proposal is delivered to AHCCCS by the due date and time. Offerors should allow for such contingencies as heavy traffic, weather, directions to submittal location, parking, common carriers not delivering as requested, etc.

AHCCCS shall not accept late proposals past the due date and time.

	Special Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 34	
	Request for Proposal	OF 70	

5. GENERAL ORGANIZATION OF PROPOSAL

Offeror's submissions are organized into the following sections – Offer and Acceptance (pg 3); Transmittal letter; Proposal Narrative; Staffing and Resource Requirement Proposal including Cost Proposal; Financial Information; Organizational Information. Attachments for response to the various sections are to be submitted with that section. The proposer may add sub-tabs to delineate the information provided for various sections. The requirements for each of these sections are described below.

The Transmittal Letter must be signed by a person authorized to bind the company. The proposal response is not to include any cost figures, except where specifically requested.

5.1 Transmittal Letter

The Transmittal Letter shall be in the form of a standard business letter on the letterhead of the proposing company and shall be signed by an individual authorized to legally bind the Offeror. The letter should identify all material and enclosures being submitted in response to the Solicitation. At a minimum, the transmittal letter shall include:


- ☐ A statement indicating that the Offeror is a corporation or other legal entity
- ☐ A statement confirming that the Offeror is registered to do business in Arizona
- ☐ A statement identifying the Offeror's Federal tax identification number
- ☐ A statement that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal
- ☐ A statement that no cost or pricing information has been included in this letter or any other part of the technical proposal
- ☐ A statement that the Offeror has read, understands, and agrees to all provisions of this Solicitation without reservation
- ☐ Certification that the Offeror's offer will be firm and binding for One Hundred Eighty (180) days from the proposal due date
- ☐ If the proposal deviates from the detailed specifications and requirements of the Solicitation, the transmittal letter must identify and explain these deviations. AHCCCS reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

5.2 Project Narrative

This part shall contain the signed original of all documents requiring signature of the bidder other than the Transmittal Letter. Use of reproductions of signed originals is authorized in the second copy. All certifications required by the solicitation shall be completed and include in this part.

The offeror shall complete **Attachment A** and submit it and any attachments needed under the **Project Narrative** tab.

5.3 Staffing Requirements with Hourly Fee Schedule, and Resource Cost Proposal

	Special Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 35	
	Request for Proposal	OF 70	

The offeror shall complete **Attachment B**, with all the information requested, and submit it and any attachments under the **Staffing, Cost, and Resource tab**.

5.4 Financial Information

The Offeror must supply complete sets of audited financial statements for the last two (2) years. Privately owned companies may supply unaudited statements if audited statements are not available. Such information should include, at the minimum:

- ☐ Balance sheet
- ☐ Income statement
- ☐ Statement of cash flow
- ☐ Notes to financial statements

The offeror shall submit the information above and any attachments under the **Finance tab**

5.5 Organizational Information

The Offeror must also provide the following organizational background information:

- ☐ Full name, address, and telephone number
- ☐ Date established
- ☐ Ownership (i.e. public company, partnership, etc.)
- ☐ Description of business operations
- ☐ Details of any proposed mergers, acquisitions, or sales that may affect financial stability or organizational structure
 - ☐ The status of lawsuits and pending litigation for the most recent fiscal year
 - ☐ A description, if any, of insurance claims filed within the past five (5) years.


The offeror shall submit the information above and any attachments under the **Organizational Information tab**

5.6 Qualifications and Experience

5.6.1 Offerors should provide a brief overview of the firm's qualifications and experience followed by a more detailed description of the specific experience most relevant to this project. Offerors must provide a description of a minimum of three (3) relevant projects performed within the past three (3) years. The description should include a description of the scope of work, specific software/versions of software that the contractor includes in the offer.

5.6.2 Offerors must also provide references for these three (3) projects that include:

- ☐ Name of client

	Special Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 36	
	Request for Proposal	OF 70	

- ☐ Contact name and role on project
- ☐ Contact information including email address
- ☐ Original effective dates and any extension
- ☐ Original amount of contract and any subsequent additions

The offeror shall submit the information above and any attachments under the **Qualifications and Experience** tab

6. BIDDER EVALUATION AND CONTRACT AWARD

6.1 Only proposals which offer proven contractor staffing expertise and software products and meet the detailed requirements specified in this solicitation will be considered. AHCCCS reserves the right to accept or reject any or all proposals. Proposals will initially be checked to ensure that they provide the required information in the required format. Any proposals not meeting these requirements may be excluded from further evaluation.

6.2 Proposals passing the general format and content checks will be subjected to an in-depth evaluation in accordance with an established evaluation plan. The following evaluation criteria is listed in order of importance:


- ☐ Offeror's staff resource qualifications and experience including demonstrated track record of success and qualifications and experience of proposed project staff
- ☐ Offeror's staff pricing schedule total proposed price
- ☐ Offeror's other project support capability

6.3 Based on the results of the in-depth evaluation, offerors may or may not be asked to participate in additional discussions, present demonstrations of their proposed systems including demonstrating specific functions/features, and respond to specific questions to clarify information in their proposals.

7. Intent to Provide Certificate of Insurance: The offeror should provide a statement that, if notified of contract award, will submit to AHCCCS for review and acceptance, the applicable certificate/s of insurance as required within this Solicitation document, within five (5) business days of such notification.

8. Offeror's Checklist: The offeror should complete Exhibit F, "Offeror's Checklist."

9. Offeror's Responsibility: The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the offeror's proposal. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the offeror's proposal.

	Special Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 37	
	Request for Proposal	OF 70	

10. **Clarifications:** Clarifications may be requested from offerors at any time after receipt of offers. Clarifications may be requested orally or in writing. If clarifications are requested orally, the offeror shall confirm the request in writing. A request for clarifications shall not be considered a determination that the offeror is susceptible for award.

11. **Negotiations:** If negotiations are conducted, negotiations shall be conducted with all offerors determined to be in the competitive range or reasonably susceptible for award. Offerors may revise offers based on negotiations provided that any revision is confirmed in writing. Award may be made without negotiations; therefore, offers should be submitted complete and on most favorable terms.

12. **Additional Information for Submittal of Proposal:**
 - 12.1 It is the responsibility of each offeror to insure their proposal is delivered to AHCCCS by the due date and time. Allow for such contingencies as heavy traffic, weather, directions to submittal location, parking, common carriers not delivering as requested, etc. AHCCCS shall not accept late proposals past the due date and time.

 - 12.2 AHCCCS is not responsible for supplying boxes, envelopes, tape, etc. to offerors at time of proposal delivery.


 - 12.3 When submitting your proposal to AHCCCS, insure your company name and the Request for Proposal solicitation number is clearly marked on the outside of the envelope/package.

13. **Value in Procurement:**

Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its current term, although additional contract extensions may still be available.

14. **Federal Immigration and Nationality Act:**

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor.

	Special Instructions to Offerors		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 38	
	Request for Proposal	OF 70	

15. Offshore Employment


Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

16. Debarment


AHCCCS may, by written notice, immediately terminate this contract if it determines that the eventual contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

17. Lobbying


No funds paid by AHCCCS, or interest earned thereon, shall be used for the purpose of influencing or attempting to influence an officer or employee of any federal or state agency, a member of the United States Congress or State Legislature, an officer or employee of a member of the United States Congress or State Legislature in connection with awarding of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal or state contract, grant, loan, or cooperative agreement. The eventual contractor shall disclose if any funds other than those paid by AHCCCS have been used or will be used to influence the persons and entities indicated above and will assist AHCCCS in making such disclosures to CMS.

	Uniform Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 39	
	Request for Proposal	OF 70	


1. **Advertising and Promotion of Contract:** The Contractor shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval of the Contracting Officer.
2. **Amendments:** This Contract is issued under the authority of the Contracting Officer who signed Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
3. **Arizona Law:** The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code, as adopted in the State of Arizona.
4. **Arizona Procurement Code:** The Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code Title 2, Chapter 7, is a part of this Contract as if fully set forth in it.
5. **Assignment and Delegation:** The Contractor shall not assign any right nor delegate any duty under this contract without prior written approval of the Contracting Officer, who will not unreasonably withhold such approval.
6. **Audits and Inspections:**
 - 6.1 The Contractor shall comply with all provisions specified in A.R.S. 35-214 and 35-215 and AHCCCS policies and procedures relating to the audit of Contractor's records and the inspection of Contractor's facilities. Contractor shall fully cooperate with AHCCCS staff and allow them reasonable access to Contractor's staff, subcontractors, members, and records.
 - 6.2 At any time during the term of this contract, and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by AHCCCS and, where applicable, the federal government, to the extent that the books and records relate to the performance of the contract or subcontracts.
 - 6.3 AHCCCS and the federal government may evaluate through on-site inspection or other means, the quality, appropriateness and timeliness of services performed under this contract.
7. **Availability of Funds for the Next Fiscal Year:** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

	Uniform Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 40	
	Request for Proposal	OF 70	

8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. 38-511, AHCCCS may cancel this contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of AHCCCS is or becomes at any time, while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. 38-511.
9. **Compliance with Applicable Laws:** The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
10. **Contract Claims:** All contract claims or controversies under this contract shall be resolved according to A.A.C. Title 9, Chapter 34 and rules adopted thereunder.
11. **Contract Order of Precedence:** In the event in the provisions of the contract, as accepted by AHCCCS and as they be amended, the following shall prevail in the order set forth below:
 - 11.1 Special Terms and Conditions;
 - 11.2 Uniform Terms and Conditions;
 - 11.3 Statement or Scope of Work;
 - 11.4 Specifications;
 - 11.5 Attachments;
 - 11.6 Exhibits;
 - 11.7 Documents, referenced or included in the solicitation.
 - 11.8 Terms and conditions of the accepted offer
12. **Contractor's Representations and Warranties:** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

	Uniform Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 41	
	Request for Proposal	OF 70	

13. **Delivery:** Unless stated otherwise in the contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.
14. **Exclusions:** Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.
15. **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
16. **Force Majeure:**
 - 16.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 16.2 Force Majeure shall not include the following occurrences:
 - 16.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 16.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 16.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - 16.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

	Uniform Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 42	
	Request for Proposal	OF 70	

16.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

17. **Gratuities:** The Contracting Officer may, by written notice to the Contractor, immediately terminate this contract if it determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of AHCCCS for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Contracting Officer, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.

18. **Implied Contract Terms:** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.

19. **Indemnification -- Patent and Copyright:** The Contractor shall defend, indemnify and hold harmless AHCCCS against any liability including costs and expenses for infringement of any patent, trademark or copyright arising out of contract performance or use by AHCCCS of materials furnished or work performed under this contract. The Contracting Officer shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.


20. **Indemnification**

20.1 Contractor/Vendor Indemnification (Not Public Agency)

The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence


20.2 Public Agency Language Only

Each party ("as indemnitor") agrees to indemnify, defend, and hold harmless the other party (as indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims')_arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission,


	Uniform Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 43	
	Request for Proposal	OF 70	

negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.


21. **Inspection/Testing:** The contractor agrees to permit access to its facilities, subcontractor facilities and the contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this contract. AHCCCS shall also have the right to test at its own cost the materials to be supplied under this contract. Neither inspection at the contractor's facilities nor testing shall constitute final acceptance of the materials. If AHCCCS determines non-compliance of the materials, the contractor shall be responsible for the payment of all costs incurred by AHCCCS for testing and inspection.
22. **IRS W9 Form:** In order to receive payment under any resulting contract, the contractor shall have a current IRS W9 Form on file with the State of Arizona.
23. **Liens:** The Contractor warrants that the materials supplied under this contract are free of liens.
24. **No Parole Evidence:** This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this contract.
25. **No Waiver:** Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it.
26. **Nonconforming Tender:** Materials supplied under this contract shall fully comply with the contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, AHCCCS may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
27. **Non-Discrimination:** The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
28. **Non-exclusive Remedies:** The rights and the remedies of AHCCCS under this contract are not exclusive.

	Uniform Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 44	
	Request for Proposal	OF 70	

29. **Notices:** Notices to the Contractor required by this Contract shall be made by the Contracting Officer to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to AHCCCS required by the Contract shall be made by the Contractor to the Contracting Officer. An authorized Contracting Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
30. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
31. **Payments:** The Contractor shall be paid as specified in the Contract. Payment must comply with requirements of A.R.S. Title 35.
32. **Payment of Taxes by AHCCCS:** AHCCCS shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting contract.
33. **Purchase Orders:** The contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contracting Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.
34. **Property of AHCCCS:** Any materials, including reports, computer programs and other deliverables, created under this contract are the sole property of AHCCCS. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Contracting Officer.
35. **Records:** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records at no cost to the State.

	Uniform Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 45	
	Request for Proposal	OF 70	

36. **Relationship of Parties:** The Contractor under this contract is an independent contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
37. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
38. **Right of Offset:** AHCCCS shall be entitled to offset against any amounts due the Contractor any expenses or costs incurred by AHCCCS concerning the Contractor's non-conforming performance or failure to perform the contract, including expenses, costs and damages described in the proceeding paragraphs.
39. **Right to Assurance:** If AHCCCS, in good faith, has reason to believe that the Contractor does not intend to perform or continue performing this contract, the Contracting Officer may demand in writing that the Contractor give a written assurance of intent to perform. The demand shall be sent to the Contractor by certified mail, return receipt required. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the Contracting Officer's option, be the basis for terminating the contract.
40. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.
41. **State and Local Transaction Privilege Taxes:** AHCCCS is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
42. **Stop Work Order:**
- 42.1 AHCCCS may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

	Uniform Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 46	
	Request for Proposal	OF 70	

42.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

43. Subcontracts: The contractor may, with the consent of the Contracting Officer, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontractors must be approved in writing by the Contracting Officer to the effective date of any subcontract.

43.1 No subcontract which the contractor enters into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.

43.2 The contractor shall give the Contracting Officer immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which in the opinion of the contractor may result in litigation related in any way to the contract with AHCCCS.


44. Suspension or Debarment: The Contracting Officer may, by written notice to the Contractor, has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

45. Tax Indemnification: The contractor and all subcontractors shall pay all federal, State and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall, and require all subcontractors, to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

46. Termination for Convenience: The Contracting Officer reserves the right to terminate the contract in whole or in part at any time when in the best interests of AHCCCS without penalty or recourse. The Contracting Officer shall give written notice by certified mail, return receipt requested, to the Contractor of the termination at least ninety (90) days before the effective date of the termination. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Contracting Officer. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R 2-7-701 shall apply.

47. Termination for Default:


47.1 The Contracting Officer reserves the right to terminate this contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to

	Uniform Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 47	
	Request for Proposal	OF 70	


acquire and maintain all required insurance policies, bonds, licenses and permits, or failure to take corrective action as required by the Contracting Officer to comply with the terms of the contract. If the Contractor is providing services under more than one contract with AHCCCS, the Contracting Officer may deem unsatisfactory performance under one contract to be cause to require the Contractor to provide assurance of performance under any and all other contracts. In such situations, the Contracting Officer reserves the right to seek remedies under both actual and anticipatory breaches of contract if adequate assurance of performance is not received. The Contracting Officer shall mail written notice of the

termination and the reason(s) for it to the Contractor by certified mail, return receipt requested.

- 47.2 In the event the Contractor requests a hearing prior to termination, AHCCCS is required by the Balanced Budget Act of 1997 to oversee the operation of the Contractor entity through appointment of temporary management prior to the hearing.
- 47.3 Upon termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Contracting Officer on demand.
- 47.4 The Contracting Officer may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable for any excess costs incurred by AHCCCS in procuring the materials or services in substitution for those due from the Contractor.
48. **Third Party Antitrust Violations:** The Contractor assigns to AHCCCS any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.
49. **Arbitration** The Parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

	Special Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH070057	PAGE 48	
	Request for Proposal	OF 70	

1. **Assignment of Contract and Bankruptcy:** This contract is voidable and subject to immediate cancellation by the Contracting Officer upon Contractor becoming insolvent or filing proceedings in bankruptcy or assigning rights or obligations under this contract without the prior written consent of the Contracting Officer. In case of bankruptcy AHCCCS' right to the escrowed source code and documentation cannot be terminated. If the contractor is no longer providing services and AHCCCS does not allow its contract to be assigned, the escrowed copy of the code and documentation shall be delivered to AHCCCS
2. **Authority to Contract:** This contract is issued under the authority of the Contracting Officer who signed this contract. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized state employee or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.
3. **Choice of Forum:** The parties agree that jurisdiction over any action arising out of or relating to this contract shall be brought or filed in a court of competent jurisdiction located in the State of Arizona.
4. **Continuation of Performance Through Termination:** The contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.
5. **Conflict of Interest:** The Contractor shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of AHCCCS or the State without prior written approval by AHCCCS. The Contractor shall fully and completely disclose any situation that may present a conflict of interest. If the Contractor is now performing or elects to perform during the term of this contract any services for any AHCCCS health plan, provider or Contractor or an entity owning or controlling same, the Contractor shall disclose this relationship prior to accepting any assignment involving such party.
6. **Contract Cancellation (Immediate):** This contract is critical to AHCCCS and the agency reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The Contracting Officer shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:
 - 6.1 The contractor provides material that does not meet the specifications of the contract;
 - 6.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;

	Special Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH070057	PAGE 49	
	Request for Proposal	OF 70	

6.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

6.4 The contractor fails to make progress in the performance of the contract and/or gives the Contracting Officer reason to believe that the contractor will not or cannot perform to the requirements of the contract.

6.5 The Contracting Officer may resort to any single or combination of the following remedies:

6.5.1 Cancel any contract;

6.5.2 Reserve all rights or claims to damage for breach of any covenants of the contract;

6.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.

6.5.4 In case of default, the Contracting Officer reserves the right to purchase materials, services, or to complete the required work in accordance with the Arizona Procurement Code. The Contracting Officer may recover reasonable excess costs from the contractor by:

6.5.4.1 Deduction from an unpaid balance;


6.5.4.2 Collection against the bid and/or performance bond; or

6.5.4.3 Any combinations of the above or any other remedies as provided by law.

7. **Contract Disputes:** Contract disputes arising under A.R.S. § Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules.


8. **Cooperation with other Contractors:** AHCCCS may award other contracts for additional work related to this contract and Contractor shall fully cooperate with such other contractors and AHCCCS employees or designated agents, and carefully fit its own work to such other contractors' work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by AHCCCS employees.

9. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to AHCCCS for the purpose of assuring that no information contained in its records or obtained from AHCCCS or others carrying out its functions under the contract, shall be used or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to AHCCCS. The contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract,

	Special Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH070057	PAGE 50	
	Request for Proposal	OF 70	

unless otherwise agreed to, in writing, by AHCCCS.

10. **Covenant Against Contingent Fees:** The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For violation of this warranty, the Contracting Officer shall have the right to annul this contract without liability.
11. **Contract:**
 - 11.1 The contract between AHCCCS and the contractor shall consist of (1) Solicitation) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced, the provisions and requirements set forth and/or referenced in the Solicitation shall govern. However, AHCCCS reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Solicitation or the contractor's proposal. In all other matters not affected by the written clarification, if any, the Solicitation shall govern.
 - 11.2 The contract shall be construed according to the laws of the State of Arizona. The State of Arizona is not obligated for the expenditures under the contract until funds have been encumbered.
12. **Disclosure of Confidential Information:** The Contractor shall not, without prior written approval from the Contracting Officer, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any person other than AHCCCS personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Contractor by AHCCCS.
13. **Effective Date:** The effective date of this contract shall be the date that the Contracting Officer signs the Offer and Award page of this document.
14. **Employees of the Contractor:** All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.
15. **Federal Immigration and Nationality Act:**

	Special Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH070057	PAGE 51	
	Request for Proposal	OF 70	

The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine

that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor.

16. Fraud and Abuse:

16.1 It shall be the responsibility of the Contractor to report all cases of suspected fraud and abuse by subcontractors, members or employees. The Contractor shall provide written notification of all such incidents to the Contracting Officer.

16.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.


16.3 Contractors are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS. After conducting a cost benefit analysis to determine if such action is warranted, the Contractor should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.

17. Incorporation by Reference: This solicitation and all attachments and amendments, the Contractor's proposal, final proposal revision accepted by the Contracting Officer, and any approved subcontracts are hereby incorporated by reference into the contract.

18. Independent Contractor: The contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc.

19. Indemnification Clause:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused,

 AHCCCS	Special Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH070057	PAGE 52	
	Request for Proposal	OF 70	

in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for

primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

20. **Insurance Requirements:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.


The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

20.1 **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

20.1.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

	Special Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH070057	PAGE 53	
	Request for Proposal	OF 70	

20.1.1.1 The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”

20.1.1.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

20.1.2 Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”**

20.1.3. Worker's Compensation and Employers' Liability


Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

20.1.3.1 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.


20.1.3.2 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

20.1.4 Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

	Special Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH070057	PAGE 54	
	Request for Proposal	OF 70	


- 20.1.4.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 20.1.4.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 20.1.4.3 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- 20.2 Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:
- 20.2.1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 20.2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 20.2.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 20.1.4.2 Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(AHCCCS Contracts, 701 East Jefferson, Mail Drop 5700, Phoenix, AZ 85034)**. and shall be sent by certified mail, return receipt requested.
- 20.4 Acceptability Of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 20.5 Verification Of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

	Special Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH070057	PAGE 55	
	Request for Proposal	OF 70	

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.


All certificates required by this Contract shall be sent directly to **(AHCCCS Contracts, 701 East Jefferson, Mail Drop 5700, Phoenix, AZ 85034)**.. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- 20.6 **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 20.7 **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 20.8 **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
21. **Key Personnel:** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of AHCCCS' authorized representative and a copy to the Contracting Officer of record.
22. **Licenses:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.
23. **Lobbying:** No funds paid to the Contractor by AHCCCS, or interest earned thereon, shall be used for the purpose of influencing or attempting to influence an officer or employee of any federal or State agency, a member of the United States Congress or State Legislature, an officer or employee of a member of the United States Congress or State Legislature in connection with awarding of any federal

	Special Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH070057	PAGE 56	
	Request for Proposal	OF 70	


or State contract, the making of any federal or State grant, the making of any federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal or State contract, grant, loan, or cooperative agreement. The Contractor shall disclose if any funds other than those paid to the Contractor by AHCCCS have been used or will be used to influence the persons and entities indicated above and will assist AHCCCS in making such disclosures to CMS.

24. **No Guaranteed Quantities:** AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.
25. **Non-exclusive Contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of AHCCCS. The state reserves the right to obtain like goods or services from another source when necessary.
26. **Other Contracts:** AHCCCS may undertake or award other contracts for additional or related work and the contractor shall fully cooperate with such contractors and state employees and carefully fit his own work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by state employees. AHCCCS shall equitably enforce this section to all contractors to prevent the imposition of unreasonable burdens on any contractor.
27. **Ownership of Information and Data:**
 - 27.1 Any data or information system, including all software, documentation and manuals, developed by Contractor pursuant to this contract, shall be deemed to be owned by AHCCCS. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such data or information system, software, documentation and manuals. Proprietary software which is provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership or licensing provisions of this section.
 - 27.2 Data, information and reports collected or prepared by Contractor in the course of performing its duties and obligations under this contract shall be deemed to be owned by AHCCCS. The ownership provision is in consideration of Contractor's use of public funds in collecting or preparing such data, information and reports. These items shall not be used by Contractor for any independent project of Contractor or publicized by Contractor without the prior written permission of the Contracting Officer. Subject to applicable state and federal laws and regulations, AHCCCS shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. At the termination of the contract, Contractor shall make available all such data to the Contracting Officer within thirty (30) days following termination of the contract or such longer period as approved by the Contracting Officer. .
 - 27.3 Except as otherwise provided in this section, if any copyrightable or patentable material is developed by Contractor in the course of performance of this contract, the federal government,

	Special Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH070057	PAGE 57	
	Request for Proposal	OF 70	

AHCCCS and the State of Arizona shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for state or federal government purposes. Contractor shall additionally be subject to the applicable provisions of 45 CFR Part 74 and 45 CFR Parts 6 and 8.

- 28. Responsibility for Payments Indemnification:** The contractor shall be responsible for issuing payment for services performed by the contractor's employees and will indemnify and save AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the contract. The contractor shall, at AHCCCS' request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- 29. Term of Contract and Option to Renew:**
- 29.1 The initial term of this contract shall be for two (2) initial year with two (2) two-year options to extend, not to exceed a total contracting period of six (6) years. The terms and conditions of any such contract extension shall remain the same as the original contract, as amended. All contract extensions shall be through contract amendment, and shall be at the sole option of AHCCCS. extension will be deemed to have been accepted 60 days after the date of mailing by the Contracting
- 29.2 When the Contracting Officer issues an amendment to extend the contract, the provisions of such Officer, even if the extension amendment has not been signed by the Contractor, unless within that time the Contractor notifies the Contracting Officer in writing that it refuses to sign the extension amendment. If the Contractor provides such notification, the Contracting Officer will initiate contract termination proceedings.
- 30. Termination - Availability of Funds:** Funds are not presently available for performance under this contract beyond the current fiscal year. No legal liability on the part of AHCCCS for any payment may arise under this contract until funds are made available for performance of this contract. AHCCCS shall make reasonable efforts to secure such funds.
- 31. Type of Contract:** Firm Fixed-Price.
- 32. Warranty of Services:** The Contractor warrants that all services provided under this contract will conform to the requirements stated herein. AHCCCS' acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Contracting Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.
- 33. Performance Bond:**


	Special Terms and Conditions		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH070057	PAGE 58	
	Request for Proposal	OF 70	

The contractor shall be required to furnish an irrevocable security in the amount of \$250,000. Performance security shall be in the form of a performance bond, certified check or cashiers check. This security must be in the possession of the Contracting Officer within five (5) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the Contracting Officer. In case of default, the Contracting Officer reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to SPO form 302 included with this solicitation. See Attachment C

34. Transition Activities:

1. Upon the expiration of this Contract, AHCCCS anticipates a continued need for the Contracted services specified herein. In the event that a Contract is awarded to a new Contractor, there shall be a transition of service period. During this period, the outgoing Contractor shall provide necessary technical support and documentation and work closely with the new Contractor's personnel and/or AHCCCS staff to ensure a smooth and complete transfer of duties and responsibilities. The rates charged for any services provided shall not exceed the contracted rate and AHCCCS shall determine the level of personnel
2. All transition activities will be coordinated by AHCCCS's authorized representative. A transition plan will be developed specifying the method and the timetable for the data transfer, and for other resources as required. The outgoing Contractor will assist the new Contractor and/or AHCCCS staff to implement the transfer of information.

	Attachment A – Organization Background		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07--0057	PAGE 59	
	Request for Proposal	OF 70	

A-1 Introduction

Describe your company its mission where the company headquarters are address, key contacts, and general description of experience with Health Systems and Electronic Health Record IT project management, planning and design, application development and implementation.

A-1 Two Pages or less

A-2 Executive Summary

The Executive Summary shall condense and highlight the contents of the Staffing and Resource Proposal in such a way as to provide a broad understanding of the Offeror’s entire proposal. The Executive Summary shall include a summary of the staffing and resource capability, key expertise your company can provide and advantages of the contractor’s expertise and knowledge about the EHR/HIE development and project management experience. This section should also provide an overview of the Offeror’s qualifications and experience, and the expertise and project experience of the staff that would be available for the project, project management approach and support software, application development software and systems and local facilities and resources that the contractor can make available.

A-2 Three pages or less

A-3 Understanding of the Project


Describe your understanding of the staffing and resource needs of the EHR/HIE project and your company’s ability to provide necessary staffing and resources throughout the duration of the project.

A-3 Five pages or less

A-4 Approach to Staffing and Resource Management

Describe your approach to staffing, providing resources for this project and working alongside of the AHCCCS EHR/HIE project staff. Describe how you acquire or procure necessary staff and resources in addition to those currently available for assignment. Describe how you will help avoid wasting staff resources with downtime and lost productivity because of poor task and assignment scheduling. Describe how you will assure you are able to meet each task order staffing and resource requirements for the project. Describe software and other resources you can make available for this project.

A-4 5 pages or less

	Attachment A – Organization Background		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07--0057	PAGE 60	
	Request for Proposal	OF 70	

A-5 Key Staff


Provide a description of key staff that will be available of this project with resumes and description of previous projects and area of consultant expertise of staff and resources as well as three company references. In this section provide who the company would assign as the project leader as the primary contact and manager of staff assignments, resources and project support, including this persons resume.

For each key person assigned to this project, the Offeror must provide the following information:

- ☐ Name
- ☐ Description of his/her anticipated functions
- ☐ Description of prior experience that qualifies him/her for the position
- ☐ Specific experience with the proposed base system or a version of the proposed system
- ☐ Three (3) business references (including name, organization, phone number, email, brief description of project, brief description of role of reference on project)
- ☐ Detailed resume

Please note: AHCCCS reserves the right to approve all staff assigned to the project.

A-5 Ten pages or less, excluding resumes

	Attachment B – Staffing Requirements Fees and Resource Charges		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 61	
	Request for Proposal	OF 70	

STAFFING REQUIREMENTS FEES and RESOURCE CHARGES

A list of some of the projected staffing and resources required for the project are presented below in table format. This list of staffing and consultant expertise represents staffing resource that may be necessary for the project. The contractor is expected to provide or arrange for these resources to be available at an hourly rate based on the type of expertise. The contractor is requested to identify each resource based on one of the eight salary classification ranges, the staffing lease fee and staff acquisition charge. The project team director may also negotiate a flat fee for a “single use” consultant supplied the contractor at the request of AHCCCS. The contractor will use the classification types and hours fee ranges when submitting staffing plans and in response to task orders for each phase of the project. The specific salary fee paid that is within the classification range identified for the position will be determined at the time the task order is finalized.


For software, hardware and office space, conference room, training rooms and equipment that is available through the contractor for this project, the contractor should list these items and quote a use fee, rental or lease cost.

The contractor shall provide qualified staff for the Project, if any of the staffing resources are not available through the contractor, please note by putting on the Classification Schedule “Not Available” for that staff resource. **By providing the classification and summary of job description you are agreeing that you have available or that you are willing to recruit the staff or consultant required on the list.**


Expand the table to suit your proposal, but be certain to respond to all information requested by AHCCCS even if a N/A must be input and any additional classifications must be added at the end. Also, place a check in the appropriate box concerning if staff are currently available or must be recruited.

B-1 Personnel


Personnel Classification	Classification Fee Schedule	Job Description	Currently Available	Must Recruit
Project Lead		Example: Project Lead is the primary contact for the contractor and the assignment of staffing and procurement of necessary resources for this project.		

	Attachment B – Staffing Requirements Fees and Resource Charges		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034	
	SOLICITATION NO.: YH07-0057	PAGE 62		
	Request for Proposal	OF 70		

Personnel Classification	Classification Fee Schedule	Job Description	Currently Available	Must Recruit
Sr. Business System Analyst				
Sr. Healthcare System Analyst				
Bioinformatics Specialist				
IT Systems Analyst				
Project Administrative Assistant				
Project Manager				
Database Architect Engineer				
Database Administrator				
Data Systems Analyst				
Software Engineer				
Sr. Software Engineer				
Telecommunic				

 AHCCCS	Attachment B – Staffing Requirements Fees and Resource Charges		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034	
	SOLICITATION NO.: YH07-0057	PAGE 63		
	Request for Proposal	OF 70		


Personnel Classification	Classification Fee Schedule	Job Description	Currently Available	Must Recruit
ation Specialist				
Application programmer				
Data System Programmer Analyst				
IT Systems Engineer				
Training and Instructional Design Specialist				
Web designer and application developer				
Physician Consultant				
Clinical Information Systems Specialist				
Data Security Program Analyst				
Clinical Information Specialist RN Consultant				
Behavioral Health Systems Consultant				

 AHCCCS	Attachment B – Staffing Requirements Fees and Resource Charges		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 64	
	Request for Proposal	OF 70	

Personnel Classification	Classification Fee Schedule	Job Description	Currently Available	Must Recruit
Provider Relations Specialist				
Long Term Care Systems Consultant				

Staff and Consultant Classifications	Hourly Fee Schedule Range	Staff Lease Fees (As a percent of hourly fees paid)	Acquisition Charge (One time charge for to cover recruitment and HR cost)
Classification I	\$ 20 - \$40		
Classification II	\$ 41 - \$60		
Classification III	\$ 61 - \$80		
Classification IV	\$ 81 - \$100		
Classification V	\$101 - \$120		
Classification VI	\$121 - \$150		
Classification VII	\$151 - \$180		
Classification VIII	\$181 - \$250		

Note: On each task order will be a list of personnel assigned by the project lead and the classification and hourly rate that will be charged for each staff resource assigned and the estimated total hours authorized for each person.

	Attachment B – Staffing Requirements Fees and Resource Charges		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 65	
	Request for Proposal	OF 70	

The contractor will set the hourly fee charged the project based on the classification ranges above and identified in advance to the AHCCCS project manager. The contractor is expected to charge an amount within the classification range based on the person’s experience, education and Phoenix market rate for similar jobs. Once a staff is assigned to a task their hourly rate is set unless a change is agreed to by the AHCCCS Project Director.

B-2 Hardware and Software Resources - Expand the table to suit your proposal


	Description of Hardware and Software	Charges, Monthly lease cost and use fees
Hardware		
Software		

B-3 Office Space, Conference Rooms, Training Room Resources - Expand the table to suit your proposal

	Description , Location, Special Features Available	Rental, Lease and Use Fees
Office Space		
Conference Facility		
Training Facility		

B-4 Other Resources Available to the Project


Other Fees and Charges	Description	Fees and Charges

	Attachment B – Staffing Requirements Fees and Resource Charges		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 66	
	Request for Proposal	OF 70	

B-5 Provide a narrative concerning your resources

Offerors should describe the resources that will be available to assist AHCCCS project team including software, hardware, specialized equipment, and facilities. It is AHCCCS’ desire to have contractor staff resources working very closely with the AHCCCS setup team throughout the process.

B-5Page limit – 5 pages

 AHCCCS	Attachment C – Surety Agreement		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 67	
	Request for Proposal	OF 70	

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
 (hereinafter called Principal), as Principal, and _____
 _____, a corporation organized and existing under the laws of the
 State of _____ with its principal office in the City
 of _____
 (hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Arizona, (hereinafter called the Obligee) in the
 amount of _____ (Dollars) (\$ _____), for the
 payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successor assigns, jointly and
 severally firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
 day of _____, 19_____ for the material, service or construction
 described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the
 undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or
 without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants,
 terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to
 the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.


The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the
 Court.

Witness our hands this _____ day of _____, 19_____

 Principal Seal

 Surety Seal


 Agency of Record

 AHCCCS	Attachment D – Offeror Checklist		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 68	
	Request for Proposal	OF 70	

Checklist

Note to Prospective Offerors: This Exhibit has been added to this SOLICITATION as a convenience to offerors. It is believed to be a complete listing of all submission requirements pursuant to this SOLICITATION. However, if a requirement is stated anywhere in the SOLICITATION text, yet does not appear in the Offeror's Checklist, the text statement takes precedence over the omission of that requirement in the Offeror's Checklist.

	Description:	RFP Paragraph refers to Special Instructions to Offeror; Page can be in any section
	<i>Proposal consists of the following:</i>	
1	Signed offer and acceptance	p.3
2	Transmittal Letter	¶ 5.1 p.35
3	Project Narrative including Attachment A	¶ 5.2 p.35 and p. 62
4	Staffing Requirements with Hourly Fee Schedule, and Resource Cost Proposal including Attachment B	¶ 5.3 p.36 and p. 64
5	Financial Information	¶ 5.4 p.36
6	Organizational Information	¶ 5.5 p.36
7	Qualifications and Experience	¶ 5.6 p.37
8	Any solicitation amendments	AHCCCS web site
9	Offeror's checklist	This Page

	Attachment E – Certificate of Insurance		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
	SOLICITATION NO.: YH07-0057	PAGE 69	
	Request for Proposal	OF 70	

Prior to commencing services under this contract, Contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:	Company Letter:	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury			Comprehensive General Liability Form Premises Operations		
Per Person					
Each Occurrence			Contractual		
Property Damage			Independent Contractors		
OR			Products/Completed Operations Hazard		
Bodily Injury			Personal Injury		
and			Broad Form Property Damage		
Property Damage			Explosion & Collapse (If Applicable)		
Combined			Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date
Issued: _____

Authorized Representative

Intentionally left blank.